

UNION-TIDEWATER FINANCIAL COMPANY, INC.

P.O. BOX 2373
BALTIMORE & ST. PAUL STS.
BALTIMORE, MARYLAND 21203
Area Code (301) 539-2250

— LESSOR —

EQUIPMENT LEASE

NO. 121-8-5

EQUIPMENT LEASED						
QUANTITY	Model, Catalog, Serial Number or Other Description					
100	<p>SALE/LEASEBACK</p> <p>Used 70 ton 50'6" single sheathed outside stake rigid underframe general purpose boxcars, Class "XM". Each boxcar is individually marked with a separate number starting with MPA9000 through MPA9099, @ \$17,358.50 each----- \$1,735,850.00</p> <div style="text-align: right; margin-top: 20px;"> <p>RECORDATION NO. 7587 Filed & Recorded JUL 9 1975-9 45 AM INTERSTATE COMMERCE COMMISSION</p> </div> <p>ANNUAL RENEWAL: One-half of annual renewal rent shall be used to reduce the stipulated purchase option which is \$ 130,182.75.</p> <p>PURCHASE OPTION: AT STIPULATED FAIR MARKET VALUE WHICH IS \$130,182.75, OR 7½% OF COST OF EQUIPMENT.</p>					
<p>Location of Equipment: Various Address of Lessee: 490 E. Market Street; York, Pennsylvania 17403</p>						
SCHEDULE OF RENTAL PAYMENTS FOR BASE LEASE TERM						ANNUAL RENEWAL AFTER BASE LEASE TERM
No. of Years	No. of Rental Payments	Rental Payment Period — (Monthly, Quarterly, etc.)	Amount of Each Rental Payment	Date of Commencement of Base Lease Term	Security Deposit or Advance Rentals	43,396.25 Annually in advance
11	132	Monthly	\$22,722.28	July 1, 1975	None	

TERMS AND CONDITIONS OF LEASE

1. Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above, or if separately scheduled, in the schedule hereto annexed as Schedule "A" and made a part hereof (said equipment hereinafter referred to as the "Equipment"). The Equipment shall be located and maintained at the address stated above, and, except in the case of movable equipment regularly used in Lessee's business, shall not be removed therefrom without Lessor's prior written consent. Any amounts received by Lessor, at or prior to the date of this Agreement, in excess of the first periodic rental, shall be held as security for the performance of the terms of this Agreement, and Lessor may, but shall not be required to, apply same to any overdue financial obligation of Lessee. If Lessee is not then in default under this or any other lease with Lessor, the balance of said deposit shall be refunded at termination of this lease; if such amount is indicated above as "advance rental", it shall be applied toward the rentals last becoming due under this Agreement. If Lessee shall have duly performed all terms and conditions of this Agreement, Lessee shall have the option, at the expiration of the Base Term set forth above, to renew this Agreement and Lease under the same terms and conditions hereof, from year to year, at the rental set forth above as "Annual Renewal Rental". Said option shall be exercised by the Lessee giving Lessor or its assignee notice in writing not less than thirty (30) days before the expiration of said Base Term, or within thirty (30), but not less than ten (10) days prior to the expiration of any annual renewal period.

(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

<p>APPROVED THIS <u>26</u> DAY OF <u>JUNE</u> 19 <u>75</u></p> <p>UNION-TIDEWATER FINANCIAL COMPANY, INC.</p> <p>BY <u>Eliot P. Hurd</u> TITLE <u>President</u></p> <p>ATTEST or WITNESS _____</p>	<p>EXECUTED THIS <u>23</u> DAY OF <u>JUNE</u> 19 <u>75</u></p> <p>NAME OF LESSEE <u>MARYLAND AND PENNSYLVANIA RAILROAD COMPANY</u> (Correct Legal Name)</p> <p>BY <u>Robert Grossman</u> TITLE <u>Vice President</u></p> <p>Authorized Corporate Officer, Proprietor or General Partner</p> <p>ATTEST or WITNESS _____</p>
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ADDENDA TO LEASE CONTRACT NO. 121-8-5

12. **INSURANCE; LOSS AND DAMAGE; INDEMNITIES:** Lessee assumes the entire risk of loss or casualty from hazards, and no such loss shall relieve Lessee of its obligations hereunder, including the obligation to pay rental as set forth herein. Lessee agrees to and does hereby indemnify and hold Lessor harmless of, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorneys' fees and court costs, arising out of, connected with or resulting from the Equipment, including without limitation, its manufacture, delivery, possession, installation, use or operation, and without regard as to whether such claim is based upon warranty, negligence, strict liability or otherwise. Lessee shall and hereby agrees to maintain in force during the term of this Agreement, adequate public liability insurance covering the Equipment and insuring both Lessee and Lessor against any loss, damage, claim, suit, action or liability arising out of the ownership, possession, maintenance, use or operation of the Equipment. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Lessee hereby appoints Lessor as its attorney-in-fact to make claim for and to receive payments of and to execute and endorse all documents, checks or drafts for loss or damage or return premiums under any insurance policy issued. All proceeds of such insurance, whether resulting from loss, damage, return premium or otherwise shall be applied toward the replacement or repair of the Equipment, or, at the option of Lessor, to the payment of all rentals unpaid with respect to such Equipment, accrued interest, plus ~~2%~~ of the original value of the damaged Equipment.

7/12/20 (RL)
6/14/75 * AS COMPUTED ON ATTACHMENT
AMORTIZATION SCHEDULE (RL)
6/14/75

13. **REMEDIES:** Upon the happening of any event of default hereunder, Lessor may, at its sole election and without demand or notice of any kind, (a) Declare all obligations of Lessee under this Agreement to be due and payable, and sue for and recover from Lessee all arrears of rent and the balance of all rentals provided for herein, or in any renewal hereof, plus all other sums which may be payable hereunder, and court costs and reasonable attorneys' fees; (b) Take possession of any or all Equipment, wherever located, without court order or other process of law, LESSEE HEREBY WAIVING ALL RIGHTS (CONSTITUTIONAL OR OTHERWISE) TO EITHER NOTICE OF COURT PROCEEDING OR HEARING PRIOR TO SUCH TAKING and also hereby waiving all damages caused by such taking, and Lessee agrees that such taking shall not constitute termination of this Lease or Lessee's obligation hereunder as to any and all equipment unless Lessor expressly notifies Lessee thereof in writing; (c) Terminate this Lease as to any or all Equipment or terminate any other lease or agreement between Lessor and Lessee; and (d) Pursue any other remedy provided by applicable law and the Uniform Commercial Code, whether at law or in equity. In the event Equipment is repossessed by or surrendered to Lessor, Lessor may, in its sole discretion and without obligation so to do, re-lease the Equipment, or may use the Equipment or sell or otherwise dispose of the Equipment at public or private sale, with or without notice, for cash or credit, and Lessor may become a purchaser at any such sale. Lessor, in addition to the foregoing remedies, is entitled to

recover on demand (i) all unpaid rent accruing prior to repossession or surrender and (ii), an amount equal to the difference between: The aggregate rent reserved for the unexpired term of the Lease, less the "Unexpired Rental Value". The Unexpired Rental Value shall mean present value of the fair market rental value of the Equipment for the unexpired term of this Lease, or, if the Equipment is sold or re-leased, the proceeds of sale or the then present value of the rental payments to be received by Lessor for the unexpired term of this Lease, less in each case all of the Lessor's expenses of taking, storing, preparing for sale or re-lease, repair, attorneys' fees, costs or other expenses incurred in connection with the repossession and sale or re-lease of the Equipment. All of the rights and remedies given to Lessor herein or by law are cumulative and not alternative, may be exercised concurrently or separately, and Lessor's bringing of any action for Lessee's obligations hereunder or Lessor's exercise of any other remedy provided herein, shall not be considered as an election of remedies or a waiver of Lessor's right to possession of the Equipment.

STATE OF NEW YORK)
SS.:
COUNTY OF NEW YORK)

On JUNE 23, 1975, before me came ROBERT GROSSMAN
, to me known, who being by me duly
sworn, did depose and say that he resides at
90 OCEAN AVE, MASSAPEQUA, NY
that he is the VICE PRESIDENT of the Maryland and Pennsylvania
Railroad Company, the Corporation described in and which executed
the foregoing instrument; that he knows the seal of said Corporation;
that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said
Corporation; and that he signed his name thereto by like order.

Judith H. Mazzetta
Notary Public

JUDITH H. MAZZETTA
Notary Public, State of New York
No. 31-7782325
Qualified in New York County 26
Commission Expires March 30, 1976

STATE OF MARYLAND)
SS.:
COUNTY OF BALTIMORE)

On June 26, 1975, before me came Eliot P. Hurd
, to me known, who being by me duly
sworn, did depose and say that he resides at 6045 Americana
Lane, Annapolis, Md
that he is the President of the Union-Tidewater
Financial Company, Inc., the Corporation described in and which
executed the foregoing instrument; that he knows the seal of said
Corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of
Directors of said Corporation; and that he signed his name thereto
by like order.

Adriana C. Pellegrini
Notary Public

My commission expires July 1, 1978.

RELEASE

JUN 30 1975
Q

WHEREAS, under a Conditional Sale Agreement dated as of May 13, 1974, between Emons Leasing Co., Inc., a New Jersey corporation (hereinafter called Emons) and the Maryland and Pennsylvania Railroad Company, a corporation organized under the laws of the State of Maryland and the Commonwealth of Pennsylvania (hereinafter called the M&P) (which Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on January 3, 1975 under File Number 7762) Emons agreed to sell and the M&P agreed to purchase 100 new 70 ton 50'6" single sheathed, outside stake, rigid underframe, general purpose box cars, Class "XM", bearing M&P Numbers MPS 9000 through 9099, inclusive, (hereinafter called the Equipment); and

WHEREAS, under the terms of an Assignment dated December 27, 1974 between Emons and The Chase Manhattan Bank, N.A. (Chase) (which Assignment was filed and recorded with the Interstate Commerce Commission on January 3, 1975 under File Number 7762A) Emons assigned and transferred to Chase all of its right, title and interest under said Conditional Sale Agreement, all payments due and to become due thereunder, all right title and interest of Emons in and to the Equipment and all of Emons' rights and remedies under said Conditional Sale Agreement and the M&P has made full payment to Emons due under the said Conditional Sale Agreement and the conditions and obligations of the M&P under said Conditional Sale Agreement have been satisfied in full; and

WHEREAS, Chase has received from Emons full payment of the indebtedness due to Chase,

NOW, THEREFORE, Chase, in consideration of the sum of One (\$1.00) Dollar to it in hand paid by Emons, the receipt of which is hereby acknowledged, does hereby sell, assign, convey, transfer and set over to Emons all of its right, title and interest in and to the Conditional Sale Agreement and to the Equipment described in the aforementioned Conditional Sale Agreement, and the Assignment is hereby terminated and revoked.

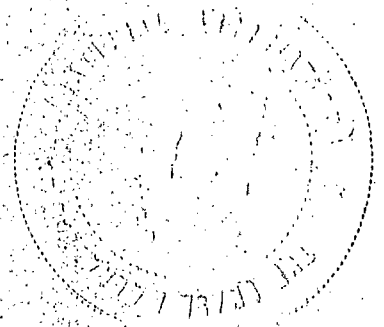
IN WITNESS WHEREOF, The Chase Manhattan Bank, N.A., has caused this instrument to be executed in its corporate name by one of its corporate officers and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, this 24th day of June, 1975.

THE CHASE MANHATTAN BANK,
N.A.

By: *Allen V. Viorich*
SECOND VICE PRESIDENT

ATTEST:

[Signature]
~~Assistant Secretary~~ TREASURER



JUN 30 1975

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

I, WILLIAM G. BIVONA Notary Public duly
commissioned and qualified in and for the County and State
aforesaid and residing therein, DO HEREBY CERTIFY that
ALDO A. VISCOVICH and WALTER M. SVRC, to me
personally known and known to me to be, respectively, a
SECOND VICE PRESIDENT, and an Assistant Secretary of The
Chase Manhattan Bank, N.A., and the identical persons whose
names are subscribed to the foregoing instrument, appeared before
me this day in person and being first duly sworn by me severally
acknowledged to me that they are, respectively a SECOND VICE PRESIDENT
and an Assistant Secretary of said Corporation; that as such
officers they signed, sealed and delivered said instrument in
behalf of said Corporation by authority and order of its Board
of Directors as the free and voluntary act, that they know the
seal of said Corporation, that the seal affixed to said in-
strument is the seal of said Corporation, and that said
Corporation executed said instrument for the uses and purposes
therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal as such Notary Public, at New York,
New York this 25th day of June, 1975.

William G. Bivona
Notary Public in and for the
County of New York, in the
State of New York

WILLIAM G. BIVONA
Notary Public, State of N. Y.
No. 31-0303800
Cert. Filed in New York
Comm. Expires March 30, 1977

My commission expires: _____

(SEAL)